

MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 08/10/18

**Expiration Date:** 07/31/20

**Master Agreement Description:** Roadside Interpretive Signs / Graphic Panels ONLY

**Buyer Information**

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

**Issuer Information**

Thomas Furrow 207-624-3420 ext. thomas.furrow@maine.gov

**Requestor Information**

Thomas Furrow 207-624-3420 ext. thomas.furrow@maine.gov

**Authorized Departments**

17A TRANSPORTATION

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VS0000013911

**Vendor Name**

Blind Dog Productions Ltd

**Alias/DBA**

iZone Imaging

**Vendor Address Information**

2526 Charter Oak Drive Ste 100

Temple, TX 76502

US

**Vendor Contact Information**

Lyndsay Blair

888-464-9663 ext. 320

lblair@izoneimaging.com

**Payment Discount Terms**

**Discount 1:** 1.0000 % 10 Days

**Discount 2:** % 0 Days

**Discount 3:** % 0 Days

**Discount 4:** % 0 Days

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** Blind Dog Productions Ltd

**Commodity Line #:** 1

**Commodity Code:** 55970

**Commodity Description:** Roadside Interpretive Signs / Graphic Panels ONLY

**Commodity Specifications:**

**Commodity Extended Description:** Roadside Interpretive Signs / Graphic Panels. Price per square foot for 1/2" \$52.72, 1/8" \$35.72.. Expected delivery 21 days from receipt of order.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		\$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
21		
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
\$0.00	08/10/18	07/31/20
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**TERMS & CONDITIONS**  
**MA 180713-006**

**COMMODITY ITEM:** Roadside Interpretive Signs / Graphic Panels ONLY

**CONTRACT PERIOD:** Through July 31, 2019. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions. *First Extension through July 31, 2020 at current pricing. Add 1/8", single sided interior panel at \$35.72 per square foot.*

**VENDOR CONTACT PERSON:** The contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues, and any issues pertaining to this Master Agreement. All orders not submitted through a DO will be sent through the contractor's contact person. The contact person will be: **Lyndsay Blair** Phone: **888-464-9663 or 254-778-0722 Ext# 320** Email: [lblair@izoneimaging.com](mailto:lblair@izoneimaging.com)

**EXTENSION OF CONTRACT:** The Director of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

**CANCELLATION OF CONTRACT:** The Division of Procurement Services reserves the right to cancel a contract with a thirty-day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

**PRICES:** Prices shown are to be net including transportation charges fully pre-paid by the contractor FOB destination. Prices are to remain firm for the duration of the contract.

**QUANTITIES:** It is understood and agreed that the contract will cover the **actual quantities** required by State Agency over the length of the contract.

**ORDERING PROCEDURE:** Delivery orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be e-mailed to the email address set up in AdvantageME by the Vendor as a .pdf file. Orders less than \$5000.00 can be ordered using a P-Card.

**INVOICES and PAYMENT:** The Contractor shall submit an itemized bill to the Department for materials following delivery for approval and payment. Invoices shall minimally include the following:  
**Contractor name, address & Contract Number 18P 180713-006, Invoice Date & Number**

**DELIVERY:** The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

**QUARTERLY REPORT:** The Division of Procurement Services **requires a quarterly report of sales** be faxed to 207-287-6578 within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

**PROCUREMENT CARD:** State policy requires vendors to accept the State of Maine Procurement Card (P-Card) as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of

payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

### Description

Manufacture and supply of Custom High Pressure Laminate (CHPL), graphic panels that are self-supporting, 1/2" thick and can be fitted with threaded inserts.

The CHPL graphic panels shall be solid composite panels created by using extreme heat and pressure to form a permanent fusion between several layers of black or brown kraft filler paper impregnated with phenolic resins, a digitally imaged graphic, and HPL that can never delaminate, separate, crack or peel. Graphic panels shall be fire retardant, impervious to moisture, extremely resistant to scratching and impact, and protected with a 10year optically clear UV overlay that will resist all sunlight and UV rays and provide a graffiti resistant surface that allows for removal with standard cleaners.

Graphics shall be made using 12-Color High Definition printing technology or better. Digital imaging shall be printed on manufacturer's required saturation grade substrate for inclusion in lamination process and will be of even color consistency throughout the image. All imaging shall be reproduced using UV stable pigmented inks at a resolution of no less than 250 DPI (Dots per Inch).

Graphic panels shall be a semi-gloss or matte finish that accentuates detail and diminishes reflectiveness.

The finished graphic panels shall be smooth on all edges, and machined within a tolerance of +/- 1/16" to size specified for final installation. Each graphic panel shall reveal no visible nicks or cuts, hairline cracks, blemishes or surface defects on the finished panel.

Graphic panels shall meet or exceed industry standards for strength, dimensional stability, weight per/SF, and elasticity. Graphic panels shall be resistant to wear, stains, boiling water, high temperature, cigarette burns, fading, and common house-hold products and solvents.

### **Required Warranty**

Graphic panels manufactured for MaineDOT shall have an exterior durability warranty against fading, peeling, blistering, cracking, delaminating or any other material defect for a minimum of 10 years from the date of purchase. The Warranty is not to be pro-rated.



## **iZone Imaging Limited Warranty**

This warranty is effective as of May 25, 2015 for iZone Imaging products ordered on or delivered after said date.

- **Standard Interior and Exterior Applications** - iZone Imaging (“Manufacturer”) warrants that under normal wear and use the workmanship and materials used in the iZone Imaging product purchased from the Manufacturer will meet the standards set forth on the applicable specification materials and that the product will not delaminate, peel, blister, crack or fade for a period ten (10) full years from the date of purchase.

(NOT PRO-RATED)

**PLEASE NOTE THAT SOME DEGRADATION OF MATERIALS AND GRAPHICS OVER TIME IS CONSIDERED NORMAL WEAR, THEREFORE THIS LIMITED WARRANTY APPLIES TO QUALITIES THAT CAN BE DETECTED VISUALLY FROM A NORMAL VIEWING DISTANCE.**

- **Customized Standard Exterior Horizontal Applications** (table tops, counter tops, etc.) - Manufacturer warrants that for approved standard exterior horizontal applications, under normal wear and use, the workmanship and materials used in the iZone Imaging product purchased from the Manufacturer will meet the standards set forth on the applicable specification materials and that the product will not delaminate, peel, blister, crack or fade for a period two (2) years from the date of purchase.

**PLEASE NOTE THAT SOME DEGRADATION OF MATERIALS AND GRAPHICS OVER TIME IS CONSIDERED NORMAL WEAR, THEREFORE THIS LIMITED WARRANTY APPLIES TO QUALITIES THAT CAN BE DETECTED VISUALLY FROM A NORMAL VIEWING DISTANCE.**

Contact the Manufacturer for specific details concerning your customized standard exterior horizontal application warranty.

### **In the event that the product does not perform as warranted:**

- (a) Manufacturer shall be allowed to conduct an on-site inspection and investigation, or be provided digital images of defects
- (b) Manufacturer shall work directly with the end-user to resolve any warranty matter,
- (c) The sole remedy will be the repair or replacement of the defective product at the sole discretion of the Manufacturer, and/or
- (d) The repair or replacement by Manufacturer shall be limited to the remanufacture and shipment of the replacement or repaired product to the site of the end-user’s product.

This warranty only applies to the manufacture and material used in the manufacture of the product. Manufacturer shall not be liable for any other costs, including but not limited to installation, labor or other costs or expenses. Any repair or replacement shall be warranted for a period up to the remaining life of the original warranty. Further the repair or replacement costs incurred by Manufacturer shall not exceed the purchase price paid for the product.



**This warranty shall not apply to defects or damage arising from any of the following:**

1. Accidents, abuse or misuse,
2. Willful destruction or acts of God,
3. Improper fabrication or installation

**NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE PURCHASE, USE OR INABILITY TO USE THIS PRODUCT, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. NO ONE, INCLUDING BUT NOT LIMITED TO ANY AGENT OR EMPLOYEE OF MANUFACTURER, HAS THE AUTHORITY TO MODIFY THE OBLIGATIONS OR LIMITATIONS OF THIS WARRANTY.**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state, therefore, some of the limitations stated above may not apply to you. It is to your benefit to save your documentation upon purchase of a product.

## Care and Maintenance of iZone Imaging Custom High Pressure Laminate (CHPL) Graphic Panels

### CLEANING:

- For regular cleaning, mild soap and water on a soft cloth is recommended. Rinse with clean water after washing.
- Graffiti (paint, crayon, felt tip markers, etc) can typically be removed using organic solvents, such as:

**Simple Green** – 800.228.0709, [www.simplegreen.com](http://www.simplegreen.com)

**Goof Off** – 800.398.3892, [www.gooffstainremover.com](http://www.gooffstainremover.com)

**Graffiti Solutions** – 800.891.0091, [www.graffitisolutions.com](http://www.graffitisolutions.com)

- Recommendations for the use of the above referenced products are for significant graffiti removal only and should not be used for general purpose cleaning. iZone Imaging does not warrant or guarantee cleaning results or surface blemishes resulting from usage of these products.
- Follow all cleaning product manufacturer's instructions for graffiti removal and always test products in an inconspicuous location first. Always rinse with clean water after use of any cleaners.
- Very stubborn graffiti may require use of stronger cleaners, please contact iZone Imaging for assistance with such issues.
- Minor blemishes, nicks, rub marks, burns, and light scratches can be concealed using a polymer based surface treatment.

### MAINTENANCE:

- Edges should be treated with a liquid sealant, such as Thompson's® WaterSeal® Waterproof Plus Clear Wood Protector, on an annual basis. This helps maintain the core color and protects the edge finish. 800-367-8297, [www.thompsonswaterseal.com](http://www.thompsonswaterseal.com)
- An occasional treatment of the newly cleaned graphic panel face with a polymer based surface protectant, using a clean and soft cloth, will assist in easing removal of potential graffiti and dirt accumulation.
- Proper care and maintenance of your iZone Imaging CHPL graphic panels will ensure the highest quality appearance and function of the product over the expected life of the product.



## ARTWORK INSTRUCTIONS

### Acceptable File Formats:

- Adobe CS - Illustrator, InDesign, Photoshop OR Hi Res PDF's

### Artwork Instructions:

- iZone Imaging Panel Artwork: setup the document size to 100% of the final finished size. Large panels may require submittal of reduced size files (due to file sizes), contact your iZone Imaging sales representative for instructions.
- Submit individual panel files, please do not "gang" panels in a single document or single-page. Each unique panel needs to be an individual file.
- iZone Imaging Lab Sample Artwork: create an 8"x 10" file for each lab sample requested. Lab samples can be a single 8"x 10" crop of the panel artwork or a combination of sample areas and colors. **IMPORTANT:** lab sample artwork must be created in the same file format as the panel artwork using the same color profile. You may also indicate on a print-out an individual 8" x 10" area to be color proofed.
- Fonts: if submitting "native" files or Hi Res PDF's, send your fonts folder.
- Placed Images: don't forget to include any embedded scans, logos, etc. If links have text, make sure they are converted to outlines. Raster Images: 150-250 dpi (higher res files will not print sharper images). **IMPORTANT:** Scanned images need to be at 150 dpi minimum at full size.
- Bleed: include a minimum of 0.25" bleed in panel artwork.
- Graphic elements (text, photos, drops shadows, or any elements that are not intended to be bleeding off the sides) should be placed a minimum of 0.5" from finished edges.
- Edge Borders: any perimeter border must have a minimum of 0.25" width.
- Inset borders: required to be set back a minimum of 0.5" from finished edges.
- Vector cutline must be provided on a separate layer.
- Pantone Solid Coated colors must be specified for critical color matches.
- Shop Drawings: include drawings that will clarify any and all hole sizes and locations, special cuts, bevels, etc.
- Submittal letter (or "read me" file): include a detailed list of panel size, quantity, finish, etc.
- Reference Proofs (not for color matching): send paper or PDF proofs for reference, write panel size and quantity on each proof.
- Color Match Samples: a hard copy of the printed piece and/or a sample of the material to be color matched will be necessary before production begins. **NOTE:** color matching is a pre-press service you'll be asked to sign off on a color match estimate before the order proceeds.

## FILE UPLOAD INSTRUCTIONS

### Before uploading any files to our FTP:

- Create a folder and name it your iZone Imaging job number and project name. **Include in the folder:** ALL production files, links and fonts if they have not been converted to outlines.
- Zip/Stuff the folder into a compressed archive before uploading – **DO NOT** upload individual files.

### How to upload files:

- Log in to the iZone Imaging FTP site by using the **Send a File** link at the top of our home page  
--> *User name:* ftpuser  
--> *Password:* uploadme
- Complete **ALL** fields listed on the form.
- You can either click on *Choose Files By Selecting* or just drag and drop your files into the box to attach files for upload.
- Once you have completed all of the fields and selected your files, click on *Begin Upload*.
- An automated notification is then generated by the system that sends an email to iZone Imaging but we highly recommend that you contact your Sales Representative/Sales Assistant to notify them that you have sent files using our FTP site.
- For further questions or technical assistance please contact our Pre-Press Department.



## Customer Resources

# SUSTAINABILITY STATEMENT

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Last Modified June 2015

### **Being Green Isn't Just A Color**

At iZone Imaging, we are committed to the protection of our environment and to ensuring that the suppliers of our raw materials pass along our high standards for sustainability. iZone Imaging's manufacturing process and products are environmentally friendly and we continue to make sustainability a priority even as we improve upon our CHPL quality and performance.

No solvents or toxic chemicals are used in our process, and iZone's CHPL is a chemically inert material. It does not emit harmful volatile organic compounds (VOCs) which makes it an ideal material for storing or displaying fragile, archival materials. Our printers only use eco-friendly, non-VOC emitting water-based inks.

The majority of our paper content, or the central "core" of our panels, is sourced from suppliers who are third-party certified to the Sustainable Forestry Initiative Standard (SFI). The SFI is endorsed by the Programme for the Endorsement of Forest Certification (PERC). We also manufacture our CHPL core to include post consumer recycled content, while maintaining the quality and durability that our customers have come to expect. And our unique integrated "start-to-finish" manufacturing facility offers increased efficiencies and a reduced carbon footprint.

Finally, iZone employees are committed to eco-friendly causes, and follow internal recycling and waste reduction program to ensure minimal environmental impacts.

### **LEED Rating System sections that may apply to the use of CHPL on your project include:**

Local/Regional Materials (MR Credit 5), for projects within 500 miles of our plant in Temple, TX

Certified Wood (MR Credit 7)

Indoor Environmental Quality and Low-Emitting Materials (EQ credit 4.1 and 4.4)

# STATE OF MAINE

## GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

1. **DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
  - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
  - d. The term “Division” shall refer to the State of Maine Division of Purchases.
  - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
  
2. **WARRANTY:** The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. **TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. **PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest

transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**5. DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

**6. FORCE MAJEURE:** The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

**7. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

**8. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

**9. ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

**10. TERMINATION:** The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

**11. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION:** This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

**15. ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18. WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**20. COMPETITION:** By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

**21. INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.